



## Property Task Force

### REGULAR MEETING AGENDA

August 22, 2007  
9:30 a.m.

South Florida Regional Transportation Authority

Board Room

800 NW 33<sup>rd</sup> Street, Suite 100  
Pompano Beach, Florida 33064

*[www.sfrta.fl.gov](http://www.sfrta.fl.gov)*

FOR FURTHER INFORMATION CALL WILLIAM CROSS AT (954) 788-7916

#### **Members**

George Morgan, Jr., Chair  
Bill T. Smith, Vice-Chair  
James A. Cummings  
Neisen Kasdin

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**Directions to SFRTA: I-95 to Copans Road. Go west on Copans to North Andrews Avenue Ext. and turn right. Go straight to Center Port Circle, which is NW 33rd Street, and turn right. SFRTA's offices are in the building to the right. The SFRTA offices are also accessible by taking the train to the Pompano Beach Station. The SFRTA building is South of the station. Parking is available across the street from SFRTA's offices, at the Pompano Beach Station.**

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**PROPERTY TASK FORCE MEETING**  
**OF AUGUST 22, 2007**

The meeting will convene at 9:30 a.m., and will be held in the Board Room of the South Florida Regional Transportation Authority, Administrative Offices, 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, FL 33064.

**CALL TO ORDER**

**AGENDA APPROVAL** – Additions, Deletions, Revisions

**MATTERS BY THE PUBLIC** – Persons wishing to address the Committee are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

<b>CONSENT AGENDA</b>
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Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately.
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C1 – [MOTION TO APPROVE:](#) Minutes of Property Task Force Meeting of May 11, 2007

<b>REGULAR AGENDA</b>
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Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.
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R1 – [REQUESTED ACTIONS:](#)

- (1) [MOTION TO RECOMMEND:](#) Submittal of a Notice of Proposed Change for the Boca Raton Phase II Joint Development Project to change the development configuration of the site to accommodate 60,000 square feet of office space and 10,000 square feet of retail, and extend the expiration date of the Development of Regional Impact from November 2008 to November 2011.
- (2) [MOTION TO RECOMMEND:](#) Allowing staff to pursue a revision to the City of Boca Raton zoning regulations to allow less restrictive signage for the retail space.

<b>INFORMATION / PRESENTATION ITEMS</b>
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Action not required, provided for information purposes only.
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I1 – [INFORMATION:](#) Proposal from OPUS South Corporation

I2 – [INFORMATION:](#) Appraisal of SFRTA Cypress Creek Property

I3 – [INFORMATION:](#) Definition of Transit-Oriented Development (TOD)

## OTHER BUSINESS

## SFRTA EXECUTIVE DIRECTOR REPORTS/COMMENTS

## PROPERTY TASK FORCE MEMBER COMMENTS

## ADJOURNMENT

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding, must at least 48 hours prior to the meeting, provide a written request directed to the Planning and Capital Development Department at 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida, or telephone (954) 942-RAIL (7245) for assistance; if hearing impaired, telephone (800) 273-7545 (TTY) for assistance.

Any person who decides to appeal any decision made by the South Florida Regional Transportation Authority Property Task Force with respect to any matter considered at this meeting or hearing, will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons wishing to address the Committee are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

**MINUTES**  
**PROPERTY COMMITTEE MEETING**  
**OF MAY 11, 2007**

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The Property Committee meeting was held at 10:00 a.m. on Friday, May 11, 2007 in the Board Room of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices, located at 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, FL 33064.

**COMMITTEE MEMBERS PRESENT:**

Mr. James A. Cummings, SFRTA Board Member  
Mr. Neisen Kasdin, SFRTA Board Member (Via Teleconference)  
Mr. George Morgan, Jr., SFRTA Board Member and Property Committee Chair  
Mr. Bill Smith, SFRTA Board Member and Property Committee Vice-Chair

**ALSO PRESENT:**

Mr. Joseph Giulietti, SFRTA Executive Director  
Mr. Jack Stephens, SFRTA Deputy Executive Director  
Ms. Bonnie Arnold, SFRTA  
Mr. Chris Bross, SFRTA  
Ms. Loraine Cargill, SFRTA  
Mr. William Cross, SFRTA  
Ms. Susan Day, Earth Tech  
Dr. Kim DeLaney, PhD, Treasure Coast Regional Planning Council  
Mr. Phil Hutchinson, Greenberg Traurig  
Ms. Diane Hernandez Del Calvo, SFRTA  
Ms. Wendy Larsen, Siemon & Larsen, P.A.  
Ms. Mary Jane Lear, SFRTA  
Ms. Renee Mathews, SFRTA  
Mr. Dan Mazza, SFRTA  
Ms. Teresa Moore, Greenberg Traurig  
Mr. Jeff Olson, SFRTA  
Mr. Douette Pryce, Opus South Corporation  
Mr. Justin Sayfie, Blosser & Sayfie, Counselors at Law  
Ms. Flavia Silva, SFRTA  
Ms. Lynda Kompelien Westin, SFRTA

**CALL TO ORDER**

The Chair called the meeting to order at 10:05 a.m.

**AGENDA APPROVAL** – Additions, Deletions, Revisions

Mr. Giulietti requested the Agenda to be amended to include the following additions, deletions and revisions:

1. Revised Agenda Item D1 - Proposal from OPUS South Corporation and the addition of Exhibits 1 and 2;
2. Add Agenda Item D4 – Boca Raton Tri-Rail Station Phase II Joint Development Project and Exhibit 1;
3. Delete Information Item I1 - Station Area Land Use, Zoning & Government-Owned Properties;
4. Delete Information Item I2 - Tri-Rail Station Parking and Circulation Study; and
5. Move discussions of Item D4 – Boca Raton Tri-Rail Station Phase II Joint Development Project as the first item of the Agenda.

**Mr. Smith moved for approval of the amended Agenda. The motion was seconded by Mr. Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the Agenda approved as amended.**

**The Chair moved the discussions to the next item on the Agenda.**

**MATTERS BY THE PUBLIC** – Persons wishing to address the Committee are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

There were no Matters by the Public.

### **DISCUSSION ITEMS**

D4 – Boca Raton Tri-Rail Station Phase II Joint Development Project

Mr. Stephens, SFRTA Deputy Executive Director, stated that on February 23, 2007 the South Florida Regional Transportation Authority (SFRTA) Governing Board delegated this item to the Property Committee to pursue all options and return to the Board with direction in 90 days. Mr. Stephens continued stating that the Property Committee should report back to the SFRTA Governing Board at its upcoming May 25, 2007 meeting.

Dr. DeLaney, Treasure Coast Regional Planning Council (TRCPC), updated the Property Committee members regarding Palm Beach County Comp Plan Amendment in relation to standards for Transit-Oriented Developments (TOD).

Mr. Kasdin requested a copy of Palm Beach County’s Land Use Plan Amendment.

Mr. Cummings stated that he would like to get a definition of TOD.

The Chair directed staff to provide an updated implementation timeline for the Notice of Proposed Change (NOPC) process for consideration at the next Property Committee meeting.

**Mr. Smith moved to recommend the Property Committee seek approval from the SFRTA Governing Board in the form of a Resolution supporting the City of Boca Raton efforts to establish Transit Oriented Development classification at the Boca Raton Station and, to send**

**letters of support to the City of Boca Raton, Palm Beach County and the State of Florida. The motion was seconded by Mr. Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion approved unanimously.**

**The Chair moved the discussions to the next item on the Agenda.**

D1 – Proposal from OPUS South Corporation

Ms. Larsen, Siemon & Larsen, P.A. representing Opus South Corporation (OPUS), stated that on April 9, 2007, OPUS submitted a proposal for the development of the property adjacent to the Tri-Rail Boca Raton station. Ms. Larsen requested the Property Committee recommend commencement of negotiations between SFRTA and OPUS.

Mr. Stephens stated that if the proposal meets SFRTA's requirements for an Unsolicited Proposal, SFRTA shall promptly acknowledge receipt and advertise for 30 days, in a newspaper of general circulation in one or more counties in SFRTA's service territory, its receipt of the proposal and solicitation for any additional proposals. Mr. Stephens stated that staff assessed the term sheet submitted by OPUS and stated that Exhibit 3 provides a brief analysis of the OPUS proposal. Mr. Stephens continued stating that the Property Committee can either recommend to the SFRTA Governing Board to treat the OPUS proposal as an Unsolicited Proposal or waive the Unsolicited Proposal Policy requirements and initiate negotiations.

Ms. Larsen stated that OPUS is prepared to submit the \$25,000 initial fee if SFRTA is prepared to move forward with negotiations.

Ms. Moore stated that SFRTA will only be able to start negotiations with OPUS after a determination that the SFRTA Unsolicited Proposal Policy applies, followed by the advertisement process and its results.

Mr. Giulietti stated that Exhibit 3 clearly shows the items that need to be submitted by OPUS and continued stating that if staff feels they have all of the required information, the Property Committee should either direct staff to move forward with the negotiations or request the Property Committee Chair's concurrence to commence negotiations and move forward with the advertisement process and subsequent evaluation of any proposals that come in as a result of the advertisement.

**Mr. Kasdin moved to direct staff to review the OPUS South Corporation Proposal; determine if it meets the SFRTA Unsolicited Proposal Policy requirements; proceed with the 30-day advertisement upon concurrence of the Property Committee Chair and return to the next scheduled Property Committee meeting for consensus. The motion was seconded by Mr. Smith.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion approved unanimously.**

**The Chair moved the discussions to the next item on the Agenda.**

Mr. Kasdin exited the meeting.

## D2 – Cypress Creek Partners Parking Proposal

Mr. Sayfie, on behalf of Cypress Creek Partners, LLC (CCP), stated that they are pleased that the Property Committee has been granted the authority to obtain an appraisal of the SFRTA owned Cypress Creek parcel which will provide an accurate basis to move forward with the negotiations.

Mr. Stephens stated that staff has requested cost estimates from SFRTA's General Planning Consultants for the appraisal and survey of the property.

Mr. Giulietti pointed out that a survey was performed in 1995 and since then there has been two (2) modifications to the survey and the appraisal should reflect the current condition of the property.

Mr. Cummings stated that he reviewed the Agreement of Lease between the Florida Department of Transportation (FDOT) and Cypress Creek Park and Ride Associates Limited Partnership (CCPRA); the amendments to the Agreement and the Cypress Creek Partners, LLC (CCP) proposal, and outlined some items of the original Lease Agreement:

- a) Exhibit B - Conceptual Plan - *"The Tenant shall submit the conceptual plan to Landlord for its approval, which approval shall not be unreasonably withheld or delayed, recognizing that in connection with the Landlord's review of the Conceptual Plan the following are important elements of Landlord's evaluation: (1) protecting the public purpose of the Public Areas for the utilization of the Park and Ride Facility by transit and ride-share users, (2) increasing transit and ridership opportunities by combining the Park and Ride Facility with the development of the Premises, and (3) providing that the Public Areas are important considerations in connection with any deviation or modification from the Conceptual Plan."*

Exhibit B was established and approved in 1999 and subsequent to that Amendment II modifies the criteria of the Conceptual Plan.

- b) *"Bridge Amount shall mean Three Hundred Thousand Dollars (\$300,000)"*,

A Pedestrian Bridge to be constructed from the property to the Tri-Rail Station and upon completion FDOT will reimburse \$300,000 to the Tenant.

- c) *"Bus Drop Area shall mean an approximately 600 square foot of air-conditioned bus shelter area, together with bathrooms and three (3) bus lanes servicing such area to be located upon the Premises."*

The Bus Drop area is a requirement of the Lease, currently the bus drop off area does not meet the requirement for air-conditioning shelter and bathrooms.

- d) *"Circulation Areas .... (i) ingress and egress from the Bus Drop off Area to public roads, including the I-95 Ramps; (ii) ingress and egress to and from the Park and Ride Facility to public roads, including the I-95 Ramps; and (iii) pedestrian access to and from the Park and*

*Ride Facility, Bus Drop Area and Pedestrian Bridge, which Circulation Areas shall be shown on the Conceptual Plan.”*

The Conceptual Plan was deleted in Amendment II to the Lease Agreement and substituted by Schedule 2 (Conceptual Plan).

The key element is that there is a Pedestrian Bridge to be provided.

e) *“Park-n-Ride Facility shall mean the parking spaces on the Parcel currently located on the property”*

To be developed in three (3) phases and FDOT established that there will be a requirement for:

*“five hundred and fifty-six (556) surface (and/or located in the garage if determined by Tenant)”.*

Phase I Improvements, the Tenant would have constructed two hundred and seventy eight (278) parking spaces, during Phase II Improvements, the Tenant would have constructed another two hundred and seventy eight (278) parking spaces, and by the time Phase III Improvements are completed, the Agreement reads:

*“(iii) Phase III Improvements, the Park and Ride Facility shall only mean five hundred fifty-six (556) parking spaces which shall be located in a garage facility located upon the Parcel.”*

556 parking spaces not to be built on SFRTA’s property but on FDOT’s parcel and a 556 parking garage today, according to FDOT specifications, will be excess of 10M dollars, probably under 12M dollars but at least \$17-19,000 per car. The original concept from the original Lease Agreement includes a Pedestrian Bridge, an air-conditioned bus shelter with bathrooms and at the completion of the Tenant’s improvements a 556 car parking garage.

*“the Tenant will be required to demolish all or a portion of the Existing Park and Ride Facility (other than the I-95 Ramps) provided, however, the Tenant agrees that it will provide access to and from the I-95 Ramps...”*,

The current Park and Ride Facility is in the middle of the area, and nothing is going to be built unless the Park and Ride Facility is moved from its location. The Conceptual Plan addresses that in Amendment II to the agreement by moving the Park and Ride Facility to the south towards the existing building.

f) *“Pedestrian Bridge shall mean pedestrian access bridge over Andrews Avenue providing access from the Premises to the Tri-Rail Station.”*

Phase I Improvements is 250,000 square feet, Phase II Improvements is 250,000 square feet and Phase III Improvements is 200,000 for a total of 700,000 square feet of usable area.



- g) *“Public Areas shall mean the aggregate of the (i) Bus Drop Area” which is to be on the existing site “(to be constructed as a portion of the Phase I Improvements). (ii) applicable Park and Ride Facility, (iii) Pedestrian Bridge (to be constructed as a portion of the Phase I Improvements), and (iv) applicable Circulation Areas.”*

There was a certain amount of security in the form of Cash Deposits, Bonds and several Letters of Guarantee provided to FDOT by virtue of this agreement to ensure the completion of these improvements.

- h) *“TCRA shall mean the Tri-County Commuter Rail Authority or any successor or replacement thereof.”*
- i) Section 2, (b): *“..Tenant and its Sublessees obtaining applicable Governmental Approvals for the Proposed Improvements which such parties construct upon the Premises, the parking requirements utilized by the Tenant and/or the Sublessee shall not include the five hundred fifty-six (556) parking spaces which are allocated to the Landlord as a part of the Public Areas as part of its parking count in computing required parking spaces for the Proposed Improvements...”*

Mr. Morgan inquired if according to the Lease Agreement one is allowed to use those parking spaces for some type of non-concurrence use towards the parking that would be required for the actual developer on the site.

Mr. Cummings responded that the Tenant is required to provide 556 parking spaces exclusive of whatever is required by code and zoning for the specific development they put there and added that SFRTA is supposed to have eventually a car garage with 556 spaces exclusive for the ridership, because they deemed that was what ridership required.

- j) *“Construction of Public Area .... Tenant shall maintain the Public Areas, provided, however, (i) within sixty (60) days after issuance of certificate of completion or use, as applicable (or similar evidence permitting use of the Pedestrian Bridge) for the Pedestrian Bridge the Landlord shall reimburse the Tenant the Bridge Amount;”*

FDOT is going to give the Tenant 300,000 (three hundred thousand dollars) back after they construct the bridge.

*“(ii) in the event this Lease is terminated, then (a) the Landlord would be responsible to maintain any surface parking spaces... (b) in connection with any termination of this Lease prior to the completion of the Phase III Improvements, then the Applicable Sublessee would be responsible to maintain the portions of the Public Areas (other than Surface Parking) which have been constructed as of the date of such termination (... , even if not located within the Subleased Premises of such applicable Sublessee) and the Landlord shall provide access...”*

Whatever is built, the bridge, the garage, the bus area, etc, during the 99-year term lease is to be maintained by the developer or whomever they sublease the project to and that no maintenance cost are to ever accrue to the Tri-Rail or FDOT.

The Lease Agreement adds specific start dates.

The construction of the pedestrian bridge was contingent upon receiving appropriate governmental approvals.

- k) Section 6 (d) *“Pedestrian Bridge...Tenant shall construct the Pedestrian Bridge across Andrews Avenue providing access from the Premises directly to the existing pedestrian overpass at the Tri-Rail Station. The Pedestrian Bridge shall be constructed by Tenant at its sole cost and expense subject to Landlord’s reasonable requirements and approval.”*

Mr. Cummings stated that SFRTA was not part of the negotiations; FDOT conducted the negotiations and continued by stating that if SFRTA gave away land with certain assumptions that were to be met, FDOT should comply with the requirements per the Agreement.

- l) Section 6 (k) *“Notwithstanding anything contained herein to the contrary, upon completion of the Pedestrian Bridge, the Pedestrian Bridge shall be the property of the Landlord, subject to Tenant’s obligations as set forth in this Lease. After completion of the Pedestrian Bridge and payment to Tenant of the Bridge Amount, the Tenant shall execute and deliver a standard form bill of sale of the Pedestrian Bridge to Landlord.”*

The Tenant is to maintain the Pedestrian Bridge.

Mr. Cummings stated that the Maintenance of Public Areas, Section 7 (a) of the Lease Agreement states that the Tenant shall maintain these public properties for the duration of the lease term of 99 years. Mr. Cummings stated that he does not have the expertise to assign the dollar amount to 99 years of maintenance but would not recommend FDOT waive this requirement.

Mr. Cummings stated that the Landlord and TCRA, as to the pedestrian bridge only, are to be included as additional insured.

Mr. Cummings stated that this is a well thought out Lease Agreement and pointed out that there has been change in personnel at FDOT over the years so several amendments of were negotiated by Mr. Gerry O'Reilly or by Mr. Rick Chesser.

Mr. Cummings continued by outlining some items in the Amendments to the Lease Agreement.

1. Amendment I, April 2000, reads *“... the Pedestrian Bridge contemplated to be constructed under the Lease; provided, however, Tenant shall be required to deliver the Security required by Section 1 (ccc) (ii)”*,

The Completion Date was extended for the release of the Security Deposit.

2. Amendment II, April 2001, has a Conceptual Plan, reiterates the Pedestrian Bridge, the Public Access, the Security Deposit, the Bus Drop off Facility, the Completion Dates and adds “Telco” as a potential tenant. The site plan drawing moves the Pedestrian Bridge to the Drop Off bus area; the air-conditioned waiting rooms are also part of the Conceptual Plan.

3. Amendment III, July 2001 – Extended the Governmental Approval Date.
4. Amendment IV, June 2002 – Extended the Governmental Approval Date.
5. Amendment V, January 2003 - Extended the Governmental Approval Date.
6. Amendment VI, September 2005 - Number 7 (a) *“Tenant shall have the right to relocate up to 268 spaces (“the Relocated Spaces”) of the 556 parking spaces referred to in Section 1 (ff) of the Lease, from the Park and Ride Facility to the west side of Andrews Avenue,”*

FDOT has given the Tenant the authority to relocate to SFRTA’s property.

*“The Tenant shall have the right to relocate up to 268 spaces (“the Relocated Spaces”) of the 556 parking spaces referred to in Section 1 (ff) of the Lease, from the Park and Ride Facility to the west side of Andrews Avenue, pursuant to a purchase, sublease, easement or other arrangement reasonably satisfactory to Landlord and Tenant and subject to Landlord approval which approval shall not be unreasonably withheld.”*

CCP becomes part of the Lease Agreement through Amendment VI.

7 (b) *“The remaining parking spaces of the 556 parking spaces referred to in Section 1 (ff) shall be located on the Parcel such that they have reasonable uninterrupted access to the I-95...”*

This has not been approved yet however it gave the Tenant the authority to negotiate.

7 (d) *“The Tenant will be required to submit a shared parking study to the Landlord for review and approval prior to the approval of any shared parking proposal.”*

Mr. Smith inquired if Amendment VI was executed.

Mr. Cummings replied that Amendment VI was executed by FDOT Secretary Wolfe and Mr. Michael Masanoff. Mr. Cummings added that this is the first time that CCP was involved in the negotiations and it is the first time that there is a Conceptual Plan and an Alternate Plan allowing for 750 dwelling units.

Mr. Cummings continued:

*“Pedestrian Bridge. Should the Park and Ride requirements be modified pursuant to Section 7 (a) and (c) above, the Landlord will revisit Tenant’s obligation to construct the Pedestrian Bridge to connect to the Cypress Creek Tri-Rail Station.”*

Mr. Cummings stated that FDOT is saying there may not be a need for the Pedestrian Bridge; FDOT has already given away a 10M dollars garage and they may be about to give away a 3M dollars Pedestrian Bridge.

7. Amendment VII, March 2006 - Extends the Governmental Approval Date and refers to an Alternate Concept Plan.

8. Amendment VIII, October 2006 - Extends the Governmental Approval Date and refers to an Alternate Concept Plan.

Mr. Cummings stated that he requested the Conceptual Plan from FDOT and to this date he has not received it.

9. Amendment IX, March 2007 - Extends the Governmental Approval Date and requires the Tenant to submit the Alternate Concept Plan by July 1, 2007.

Ms. Day, Earth Tech, representing FDOT, stated that as far as she knows, FDOT has not received the most recent conceptual plan.

Mr. Smith inquired regarding the need for an appraisal of the SFRTA-owned parcel.

Ms. Day stated she does not think that FDOT is requiring an appraisal of the SFRTA parcel.

Mr. Cummings continued by outlining some items from the CCP Proposal where CCP will provide 268 parking spaces; will pay for a bus drop off area; will enforce Northwestern's Mutual obligation to construct an east-west access roadway from Powerline Road; will pay for construction of the connection to the existing north-south road off Cypress Creek Road. Mr. Cummings continued stating that CCP will contribute \$1,466,000 towards the construction improvements however; this cost was reduced from what was previously assumed to the SFRTA in the Lease Agreement due to the elimination of the parking garage, the pedestrian bridge and the requirement of SFRTA's responsibility for the maintenance of the relocated parking spaces. Mr. Cummings stated this is an Agreement between FDOT and CCP and added that the SFRTA has not been part of the negotiations and his recommendation to the SFRTA Governing Board is that SFRTA builds its own parking garage.

Ms. Day stated that the new Tenant approached FDOT to explore development possibilities at the site and the sole purpose of the amendment was to open the doors for a future development of the area.

Mr. Morgan stated that agreements between FDOT and CCP ultimately do not affect SFRTA as long as SFRTA is provided with the 268 spaces on the Park and Ride parcel and that the SFRTA has the right to negotiate the utilization of the property owned by the SFRTA. Mr. Morgan continued stating that an appraisal of the property is needed as a guide post as to how SFRTA should proceed with the negotiations and pointed out that the SFRTA Governing Board has instructed the Property Committee to proceed with an appraisal.

Mr. Smith stated that he does not see the need for an appraisal.

Ms. Day stated that FDOT is simply opening the doors through the amendments to allow the developer to explore other avenues to enable FDOT to still get the parking spaces that are committed for the Park and Ride and for Tri-Rail and eventually get the site developed.

Mr. Morgan stated that the original Lease Agreement negotiated in 1999 may no longer be economically viable and the amendments were negotiated to make a more acceptable development option for the property and that FDOT has no intentions to dictate or impose a decision to the SFRTA.

Mr. Cummings stated that the SFRTA is being asked to agree with the relocation of the 268 parking spaces from the Park and Ride Facility to the SFRTA's parcel however; it is necessary to know if a pedestrian bridge will be built before the SFRTA agrees with the use of the parcel for parking spaces. Mr. Cummings also pointed out that the SFRTA needs to be part of the negotiations and that FDOT has encouraged the SFRTA to make a decision however; FDOT needs to inform the SFRTA what is going to be built before a decision can be made.

Mr. Sayfie stated that it is a common practice for FDOT to request appraisals of land when negotiating lease agreements and that an appraisal will provide the SFRTA with information needed to move forward with the negotiations. Mr. Sayfie stated that he would like to address some of the questions that were raised regarding the agreement with FDOT in writing.

Mr. Smith stated an economic study would be more beneficial than an appraisal but after this discussion he is questioning the reason SFRTA is negotiating at all.

Mr. Sayfie stated that Tri-Rail users will benefit from this transaction and ridership will increase at the station.

Mr. Cummings stated that due to the SFRTA parcel current conditions he will suggest to the SFRTA Governing Board, at its next meeting, to go out with an RFP to construct a parking lot at the parcel.

Mr. Glickman, a Deerfield Beach resident, pointed out that residential is not an option for the area due to noise issues from the Fort Lauderdale Executive Airport.

**Mr. Cummings moved to direct staff to proceed with an appraisal of the property; use previous surveys to reduce the cost of the appraisal; consider height limitations and use restrictions for the property. The motion was seconded by the Chair.**

**The Chair called for further discussion and/or opposition to the motion.**

**Mr. Smith opposed to the motion.**

**The Chair declared the motion approved.**

**The Chair moved the discussions to the next item on the Agenda.**

**D3 – Mangonia Park Tri-Rail Station Lease and Easement Agreement**

Mr. Hutchinson, Greenberg Traurig, provided an update on the negotiations between the SFRTA and Don King Arena, Inc. for the Mangonia Park Tri-Rail Station Lease and Easement Agreement.

**Mr. Cummings moved to recommend the SFRTA Governing Board cease negotiations with Don King Arena, Inc. and to withdraw any offers. The motion was seconded by Mr. Smith.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion approved unanimously.**

**The Chair moved the discussions to the next item on the Agenda.**

<b>CONSENT AGENDA</b>	
Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately.	

C1 – MOTION TO APPROVE: Minutes of Property Committee Meeting of December 15, 2006

C2 – MOTION TO APPROVE: Minutes of Property Committee Meeting of January 26, 2007

**Mr. Cummings moved for approval of the Consent Agenda. The motion was seconded by Mr. Smith.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the Consent Agenda approved unanimously.**

<b>REGULAR AGENDA</b>	
Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.	

There are no Regular Agenda Items.

<b>INFORMATION / PRESENTATION ITEMS</b>	
Action not required, provided for information purposes only.	

I1 – INFORMATION: Station Area Land Use, Zoning & Government-Owned Properties

This item was deleted from the Agenda.

I2 – INFORMATION: Tri-Rail Station Parking and Circulation Study

This item was deleted from the Agenda.

### OTHER BUSINESS

There was no Other Business discussed at this meeting.

#### SFRTA EXECUTIVE DIRECTOR REPORTS/COMMENTS

There were no Reports/Comments from the SFRTA Executive Director.

#### PROPERTY COMMITTEE MEMBER COMMENTS

There were no Comments from the Property Committee Members.

#### ADJOURNMENT

**The meeting was adjourned at 12:05 p.m.**

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
PROPERTY TASK FORCE  
MEETING: AUGUST 22, 2007

AGENDA ITEM REPORT

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☐ Consent    ☒ Regular    ☐ Public Hearing

NOTICE OF PROPOSED CHANGE  
FOR THE BOCA RATON PHASE II JOINT DEVELOPMENT PROJECT  
AND REVISION TO THE CITY OF BOCA RATON ZONING REGULATIONS

REQUESTED ACTIONS:

- (1) MOTION TO RECOMMEND: Submittal of a Notice of Proposed Change for the Boca Raton Phase II Joint Development Project to change the development configuration of the site to accommodate 60,000 square feet of office space and 10,000 square feet of retail, and extend the expiration date of the Development of Regional Impact from November 2008 to November 2011.
- (2) MOTION TO RECOMMEND: Allowing staff to pursue a revision to the City of Boca Raton zoning regulations to allow less restrictive signage for the retail space.

SUMMARY EXPLANATION AND BACKGROUND:

On February 23, 2007, the South Florida Regional Transportation Authority (SFRTA) Governing Board delegated the Boca Raton Tri-Rail Station Phase II Joint Development Project (Phase II Project) to the Property Task Force for a 90-day review period to consider all options available to the Agency for use of the site. Due to the absence of a quorum, the Property Task Force was unable to meet during the period of March thru April 2007.

(Continued on Page 2)

Department: Planning & Capital Development  
Department Director: Daniel Mazza  
Project Manager: Loraine K. Cargill

FISCAL IMPACT: N/A

EXHIBITS ATTACHED:    Exhibit 1:    City of Boca Raton Ordinance 4695  
                                 Exhibit 2:    Implementation Timeline for NOPC &  
                                                            Zoning Code Revision



NOTICE OF PROPOSED CHANGE  
FOR THE BOCA RATON PHASE II JOINT DEVELOPMENT PROJECT  
AND REVISION TO THE CITY OF BOCA RATON ZONING REGULATIONS

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SUMMARY EXPLANATION AND BACKGROUND: (Continued)

On May 11, 2007 the Property Task Force directed staff to provide an updated implementation timeline for submittal of a Notice of Proposed Change (NOPC) for consideration at the next Property Task Force Meeting.

Upon concurrence of the Property Task Force and the SFRTA Governing Board, staff will submit a NOPC to amend the Boca T-Rex Development of Regional Impact (DRI) to accomplish the following:

1. Change the development configuration of the Phase II Project to accommodate 60,000 square feet of office space and 10,000 square feet of retail; and
2. Extend the expiration date of the DRI for November 2008 to November 2011.

Additionally, staff would pursue a revision to the zoning regulations of the City of Boca Raton (the City) to allow less restrictive signage for the retail space (See Exhibit 1, page 5 (f)). Both the NOPC and the revision to the zoning code are anticipated to take approximately five months after submittal to receive approval from the City Council (See Exhibit 2.) The anticipated consultant fees are expected to-not-exceed \$60,000 while the application fees to the City and the Treasure Coast Regional Planning Council (TCRPC) are approximately \$10,000.

It should be noted that if the DRI Built-Out Date is not extended, SFRTA will have only one year (from the date of the September Board Meeting) to identify a potential developer, successfully negotiate a ground lease, and for the lessee to obtain site plan and building permit approval from the City. Failure to obtain building permit approval prior to November 2008 may result in the loss of development rights for the Phase II Project.

NOTICE OF PROPOSED CHANGE  
FOR THE BOCA RATON PHASE II JOINT DEVELOPMENT PROJECT  
AND REVISION TO THE CITY OF BOCA RATON ZONING REGULATIONS

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Committee Action:

R1 – (1)

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

George Morgan	_____	Yes	_____	No
Bill T. Smith	_____	Yes	_____	No
James A. Cummings	_____	Yes	_____	No
Neisen Kasdin	_____	Yes	_____	No

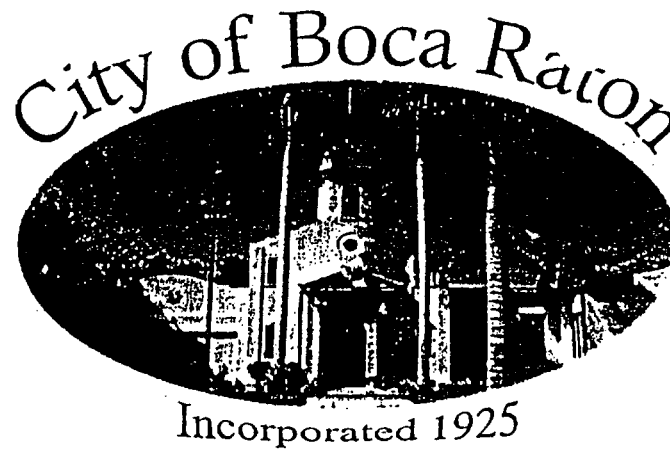
R1 – (2)

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

George Morgan	_____	Yes	_____	No
Bill T. Smith	_____	Yes	_____	No
James A. Cummings	_____	Yes	_____	No
Neisen Kasdin	_____	Yes	_____	No



## RESOLUTION

*ORDINANCE*

4695

1  
1  
2  
3 AN ORDINANCE OF THE CITY OF BOCA RATON  
4 AMENDING ARTICLE XII, DIVISION 2, CODE OF  
5 ORDINANCES, TO ADD A NEW SECTION 28-985 TO  
6 CREATE A NEW CONDITIONAL USE TO BE KNOWN AS  
7 A CONDITIONAL INTERMODAL NODE USE (A USE  
8 PROMOTING THE MOVEMENT OF PEOPLE BY MODES  
9 OF TRAVEL OTHER THAN THE AUTOMOBILE), AND  
10 CERTAIN SUBORDINATE CONDITIONAL USES  
11 CONTAINED IN A CONDITIONAL INTERMODAL NODE,  
12 IN THE LIGHT INDUSTRIAL RESEARCH PARK (LIRP)  
13 ZONING DISTRICT; ESTABLISHING LAND  
14 DEVELOPMENT REGULATIONS FOR A CONDITIONAL  
15 INTERMODAL NODE USE; PROVIDING FOR  
16 SEVERABILITY; PROVIDING FOR REPEALER;  
17 PROVIDING FOR CODIFICATION; PROVIDING AN  
18 EFFECTIVE DATE (AM-03-01) (03-99500001)  
19

1 WHEREAS, the City of Boca Raton desires to reduce traffic congestion within the  
2 City; and

3 WHEREAS, the City has determined that an intermodal facility within the boundaries  
4 of the City will reduce traffic congestion; and

5 WHEREAS, the City Council of the City of Boca Raton desires to amend Article XII,  
6 Division 2, Code Of Ordinances, to add a new Section 28-985 to create a new conditional use to  
7 be known as a conditional intermodal node use (a use promoting the movement of people by  
8 modes of travel other than the automobile), and certain subordinate conditional uses contained  
9 in a conditional intermodal node, in the light industrial research park (LIRP) zoning district;  
10 establishing land development regulations for a conditional intermodal node use; now therefore  
11

12 THE CITY OF BOCA RATON HEREBY ORDAINS:  
13

14 Section 1. A new Section 28-985, Code of Ordinances, is created to read:

15 Section 28-985. Conditional Intermodal Node Uses Allowed

16 (1) Definitions. The following words, terms and phrases when used in this section,  
17 shall have the following meanings:

18 (a) "Accessory transit oriented retail/personal service uses" shall mean retail uses  
19 and personal service uses that are provided as a convenience to transit users. These retail  
20 uses and personal service uses are accessory and subordinate to the main transit use and are  
21 provided as a service to the transit user. Accessory transit oriented retail/personal service uses  
22 may include restaurants catering to the transit public, the sale of retail goods such as sundries,  
23 prescription and non-prescription drugs, cosmetics, magazines, newspapers, videos, books,  
24 stationery and office supplies, and personal service uses such as travel and ticket services, dry  
25 cleaning drop off and pick up, photo processing, and financial services.

1 (b) "Conditional Intermodal Node" shall mean a parcel or parcels of land proposed  
2 and developed to accommodate conditional intermodal node uses subject to the provisions of  
3 Section 28-985, Code of Ordinances.

4 (c) "Conditional Intermodal Node Uses" shall mean a use promoting the movement of  
5 people by modes of travel other than the private automobile. Conditional intermodal node uses  
6 shall include, at a minimum, a commuter rail passenger station and bus, van and taxicab drop-  
7 off areas, covered seating and waiting areas, automobile parking and long term and short term  
8 bicycle parking areas; and may include accessory transit-oriented retail/personal services,  
9 business and professional offices and government buildings.

10 (2) It is the intent of this section to allow conditional intermodal node uses as a  
11 conditional use in order to promote the movement of people by modes of travel other than the  
12 private automobile and designed to increase service to the riding public, reduce congestion on  
13 city roads and improve transportation system capacity within one or more transportation  
14 corridors.

15 (3) Conditional intermodal node uses shall be reviewed and approved, and be  
16 subject to the provisions of Division 4 of Article II, Chapter 28, Code of Ordinances. All  
17 proposed conditional intermodal node use applicants shall provide a master plan, which shall be  
18 incorporated into the conditional use approval. Such master plan shall be implemented by site  
19 plans reviewed and approved in accordance with Division 2 of Article II, Chapter 28, Code of  
20 Ordinances.

21 (4) Special standards for Conditional intermodal nodes. Conditional intermodal  
22 nodes shall conform to all of the following requirements, in addition to all other applicable  
23 requirements of the Code of Ordinances:

24 (a) Conditional intermodal nodes shall not be less than 5 acres in area and shall not  
25 exceed 15 acres in area. Conditional intermodal nodes may include land controlled by the  
26 conditional intermodal node applicant and adjoining lands dedicated for public easements,

1 utilities, drainage and other public service easements; provided, however, in the event the  
2 applicant is not the owner of such adjoining lands within the node, the applicant shall obtain the  
3 written consent of the owner of such adjoining lands within the node for any application pursuant  
4 to this section;

5 (b) Except for driveways, yards facing an existing or dedicated public street shall be not  
6 less than 100 feet in depth. The first 50 feet from the street line shall be fully landscaped. A 5-  
7 foot landscaped setback shall be required on all interior property lines except where the  
8 property line abuts a public canal easement or a railroad right-of-way. No setback shall be  
9 required at property lines abutting a public canal easement or a railroad right-of-way;

10 (c) No building or structure or part thereof shall be erected to a height exceeding 85  
11 feet. When a structure exceeds 50 feet in height, all required yards shall be increased 1 foot for  
12 each additional 2 feet in height above 50 feet;

13 (d) Parking shall be provided to serve the conditional intermodal node and accessory  
14 business and professional offices and government buildings subject to the requirements of  
15 Article XVI of Chapter 28, unless otherwise provided in this Division.

16 (5) Special standards for accessory transit oriented retail/personal service uses.  
17 Accessory transit oriented retail/personal service uses shall be developed as an integral part of  
18 the conditional intermodal node and shall be subject to the following supplemental locational  
19 and development special standards:

20 (a) Accessory transit oriented retail/personal service uses shall not be located within  
21 100 feet of any publicly dedicated street;

22 (b) Accessory retail/personal service uses shall not exceed 10,000 square feet.  
23 Notwithstanding the foregoing, an additional 10,000 square feet of accessory retail/personal  
24 service uses may be permitted in a node provided that the average weekday boardings and  
25 alightings at the commuter passenger rail station are equal to or exceed the number of gross  
26 daily trips generated by the aggregate accessory retail/personal service uses square footage;

1 (c) Individual accessory transit oriented retail/personal service uses shall not exceed  
2 4,000 square feet each of gross floor area for each establishment;

3 (d) No single accessory transit oriented retail/personal service use, as defined in  
4 Section 28-985(1)(a), shall exceed 50 percent of the total permitted gross floor area of the  
5 transit oriented retail/personal service square footage;

6 (e) Accessory transit oriented retail/personal service uses shall not front on a publicly  
7 dedicated street;

8 (f) Signage for accessory transit oriented retail/personal service uses shall not be visible  
9 from a publicly dedicated street;

10 (g) Accessory transit oriented retail/personal service uses shall be accessible only from  
11 walkways which provide access to the commuter rail facility platform;

12 (h) Parking for accessory transit oriented retail/personal service uses shall be provided  
13 at a rate of 15% of the number of parking spaces required pursuant to Code Section 28-1655;  
14 and

15 (i) Drive-through or drive-in facilities shall not be permitted as a accessory transit  
16 oriented retail/personal service uses.

17 Section 2. If any section, subsection, clause or provision of this ordinance is held  
18 invalid, the remainder shall not be affected by such invalidity.

19 Section 3. All ordinances and resolutions or parts of ordinances and resolutions and all  
20 sections and parts of sections in conflict herewith be and the same are hereby repealed.

21 Section 4. Codification of this ordinance in the City Code of Ordinances is hereby  
22 authorized and directed.

23 Section 5. This ordinance shall take effect immediately upon adoption.  
24  
25

1 PASSED AND ADOPTED by the City Council of the City of Boca Raton this 8<sup>th</sup>  
2 day of April, 2003.

3  
4  
5  
6 ATTEST:

7  
8  
9  
10 Sharma Carannante  
11 Sharma Carannante, City Clerk

CITY OF BOCA RATON, FLORIDA

Steven L. Abrams  
Steven L. Abrams, Mayor

12  
13 Approved as to form:

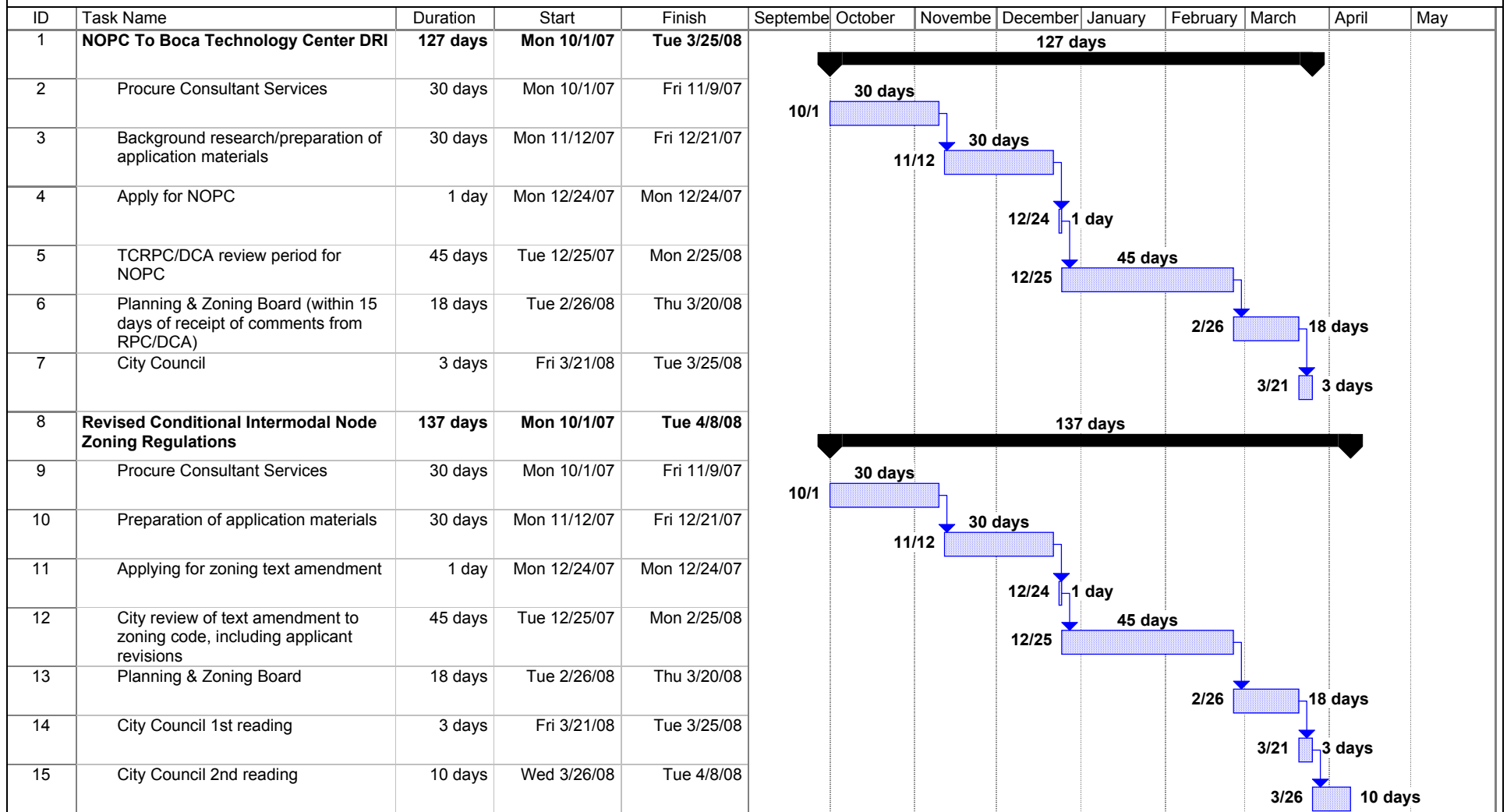
14  
15  
16 Diana Grub Frieser  
17 Diana Grub Frieser, City Attorney

18  
19  
20 O03049

COUNCIL VOTE			
	YES	NO	ABSTAINED
MAYOR STEVEN L. ABRAMS	✓	✓	
DEPUTY MAYOR SUSAN WHELCHER	✓	✓	
COUNCIL MEMBER DAVE FREUDENBERG	✓	✓	
COUNCIL MEMBER BILL HAGER	✓	✓	
COUNCIL MEMBER SUSAN HAYNIE	✓	✓	



Implementation Timeline for NOPC to DRI & Zoning Code Revision



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
PROPERTY TASK FORCE  
MEETING: AUGUST 22, 2007

AGENDA ITEM REPORT

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☒ Information Item      ☐ Presentation

PROPOSAL FROM OPUS SOUTH CORPORATION

SUMMARY EXPLANATION AND BACKGROUND:

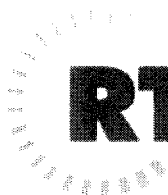
On April 9, 2007, the South Florida Regional Transportation Authority (SFRTA) received a letter from OPUS South Corporation (OPUS) outlining the general terms and conditions upon which OPUS desires to negotiate with the SFRTA for the right to lease and develop the Phase II site of the Tri-Rail Boca Raton Station (the Property).

On April 27, 2007, the SFRTA Governing Board delegated this item to the Property Task Force for a period of six months.

On May 11, 2007, the Property Task Force directed staff to review the OPUS South Corporation Proposal; determine if it meets the SFRTA Unsolicited Proposal Policy requirements; proceed with the 30-days advertisement upon concurrence of the Property Task Force Chair, and return to the next scheduled Property Task Force meeting for consensus.

On June 21, 2007, SFRTA sent a letter to Mr. Eric Deckinger advising that the OPUS Proposal submitted to SFRTA does not meet all the requirements of the Authority's Unsolicited Proposal Policy (Exhibit 1).

EXHIBITS ATTACHED:      Exhibit 1:      Letter to OPUS South Corporation dated June 21, 2007



**SOUTH FLORIDA  
REGIONAL  
TRANSPORTATION  
AUTHORITY**

800 NW 33rd Street • Pompano Beach, Florida 33064 • P 954/942-7245 • F 954/788-7878 • www.sfrta.fl.gov

June 21, 2007

Mr. Eric W. Deckinger  
Vice President  
OPUS South Corporation  
225 N.E. Mizner Boulevard, Suite 675  
Boca Raton, FL 33432

RE: Proposed Ground Lease for SFRTA's Boca Yamato Property

Dear Mr. Deckinger:

Pursuant to your request during our telephone conversation yesterday, June 20, 2007, enclosed with this letter is the South Florida Regional Transportation Authority's (SFRTA) Unsolicited Proposal Policy (the "Policy").

This letter also acknowledges your e-mail sent to me June 15, 2007 advising SFRTA that OPUS is in the process of reworking the original site plan included with OPUS' unsolicited proposal for the Boca Raton Yamato property which was submitted to SFRTA on April 10, 2007 and subsequently amended on June 7, 2007 ("OPUS Proposal").

Please be advised the OPUS Proposal submitted to SFRTA does not meet all the requirements of the Policy. Therefore, SFRTA will continue to accept unsolicited proposals from other interested firms, including OPUS, until such time as a proposal is received meeting all of the Policy's requirements.

In the event SFRTA receives an unsolicited proposal that meets the Policy's requirements, an advertisement will be placed inviting other interested parties to submit competing unsolicited proposals for simultaneous consideration.

If you have any questions, please contact me at 954-788-7910.

Respectfully,

*Bryan Kohlberg*

Bryan Kohlberg  
Contracts Compliance Specialist

BK

Attachments: SFRTA's Unsolicited Proposal Policy

cc: Christopher Bross, Director of Procurement

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
PROPERTY TASK FORCE  
MEETING: AUGUST 22, 2007

AGENDA ITEM REPORT

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☒ Information Item      ☐ Presentation

APPRAISAL OF SFRTA CYPRESS CREEK PROPERTY

SUMMARY EXPLANATION AND BACKGROUND:

At the May 11, 2007, Property Task Force Meeting, the Task Force directed staff to proceed with an appraisal of the SFRTA owned Cypress Creek Parcel (the Parcel) located west of the Cypress Creek Tri-Rail Station in the City of Fort Lauderdale.

Ames Appraisal Services was selected to perform the appraisal based on their in-depth knowledge and familiarity with the Parcel and the need to maintain continuity in the performance of the work being requested (Ames performed the initial appraisal of the site prior to SFRTA purchase in 1995 and was again utilized for appraisal services in 2001 when SFRTA sold a portion of the site to Florida Power & Light.)

EXHIBITS ATTACHED:      Exhibit 1:      Appraisal Report, August 14, 2007  
(To be provided under a separate cover)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
PROPERTY TASK FORCE  
MEETING: AUGUST 22, 2007

AGENDA ITEM REPORT

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☒ Information Item      ☐ Presentation

DEFINITION OF TRANSIT-ORIENTED DEVELOPMENT

SUMMARY EXPLANATION AND BACKGROUND:

At the May 11, 2007, Property Task Force meeting and the May 25, 2007, Governing Board meeting, a definition of Transit-Oriented Development (TOD) was requested.

Attached for review is a draft definition of TOD and a draft summary of the primary benefits of TOD. This information is based on an extensive literature review and seeks to accommodate the work of the counties and municipalities along the Tri-Rail line in South Florida, many of which have updated their land use and zoning to incorporate transit friendly policies for the areas surrounding Tri-Rail stations. The information also seeks to reflect best practices in the field of TOD.

A TOD definition will assist South Florida communities and developers with pursuing the benefits of TOD. A standard definition may also be useful in any future TOD related policy discussions.

EXHIBITS ATTACHED:      Exhibit 1: Transit-Oriented Development



## **Transit-Oriented Development**

### **Definition:**

“Transit Oriented Development (TOD) is moderate to higher-density development, located within an easy walk of a major transit stop, generally with a mix of residential, employment, and shopping opportunities designed for pedestrians without excluding the auto. TOD can be new construction or redevelopment of one or more building whose design and orientation facilitate transit use.”

*Statewide Transit-Oriented Development Study: Factors for Success in California  
Final Report, September 2002  
Business, Housing and Transportation Agency  
California Department of Transportation*

### **Benefits of Transit Oriented Development:**

“TOD is not just development near transit. It’s development that also:

- Increases “location efficiency” so that people can walk, bike and take transit;
- Boosts transit ridership and minimizes impacts on traffic;
- Provides a rich mix of housing, jobs, shopping and recreational choices;
- Provides value for the public and private sectors, and for both new and existing residents; and
- Creates a sense of community and of place.”

*TOD 101: Why Transit-Oriented Development and Why Now?  
Reconnecting America and the Center for Transit-Oriented Development*